

# **EXHIBIT A**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

Index No:  
Date of Purchase:

JANINE LINTON

SUMMONS

Plaintiff,

Plaintiff designates  
KINGS COUNTY  
as place of trial

-against-

FRONTIER AIRLINES INC.

The basis of the venue is:  
Plaintiff's Residence at  
611 Greene Avenue  
Brooklyn, NY 11221


Defendants.

To the above named defendant(s):

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's Attorneys within 20 days after the service of this summons exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgement will be taken against you by default for the relief demanded herein.

Dated: Brooklyn, NY  
November 30, 2017

Jackson Legal Group P.C.

  
By: Janai Jackson, Esq.  
Attorneys for Plaintiff  
807 Kings Highway – 2<sup>nd</sup> Floor  
Brooklyn, NY 11223  
(718) 872-7407

Defendant(s) Address(es):  
FRONTIER AIRLINES INC.  
80 State Street  
Albany, NY 12207-2543

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

Index No:

=====X  
JANINE LINTON

Plaintiff,

**VERIFIED COMPLAINT**

-against-

FRONTIER AIRLINES INC.

Defendants.  
=====X

Plaintiff, JANINE LINTON, by his attorneys, JACKSON LEGAL GROUP P.C.,  
complaining of the defendant's herein, respectfully shows to this court and alleges as follows, upon  
information and belief:

1. That at all times hereinafter alleged, the Plaintiff, JANINE LINTON, was and still is a  
resident of the County of Kings, City and State of New York residing at 611 Greene Avenue  
Brooklyn, NY 11221.
2. That at all times, hereinafter alleged, FRONTIER AIRLINES INC., was and still is a  
company authorized to do business under and by virtue of the laws of the State of New York.
3. That at all times hereinafter alleged, the defendant, FRONTIER AIRLINES INC., was and  
still is a domestic corporation organized and existing under and by virtue the laws of the State of  
New York.
4. That at all times hereinafter alleged, the defendant, FRONTIER AIRLINES INC., was and  
still is a foreign corporation organized and existing under and by virtue the laws of the State of New  
York.
5. That at all times hereinafter alleged, the defendant, FRONTIER AIRLINES INC., was and is

a common carrier engaged in the business of transporting passengers for hire by air.

6. Defendant, FRONTIER AIRLINES INC., employs a flight crew responsible for the safe and secure operation of its flights as well as the safety and well-being of its passengers.

7. On November 23, 2017, Defendant, FRONTIER AIRLINES INC., operated and controlled a certain aircraft designated as FRONTIER AIRLINES flight number 423 from LaGuardia International Airport to Hartsfield-Jackson Atlanta International Airport ("the subject flight").

8. That on November 23, 2017, Plaintiff, JANINE LINTON, was a fare-paying passenger lawfully board the subject flight

9. That on November 23, 2017, the subject flight was conducted on an aircraft owned, leased, operated, staffed or otherwise controlled by the Defendant, FRONTIER AIRLINES INC.

10. That on November 23, 2017, Defendant, FRONTIER AIRLINES INC., was responsible for the training, management, supervision, and/or control of its flight crew aboard the subject flight, including but not limited to the crew's adherence to standard safety policies and protocol.

11. That on November 23, 2017, while seated aboard the subject flight, Plaintiff, JANINE LINTON, suffered server burns to her person due to the negligence, carelessness and/or recklessness of the defendant FRONTIER AIRLINES INC. its agents, servants and/or employees.

12. In particular, plaintiff suffered burn injuries due to defendant's negligent actions which cause scalding hot liquid to fall onto her.

13. Plaintiff did not cause or contribute to the incident or her injuries herein.

14. As a result of said negligence, Plaintiff was injured.

15. As a result of said negligence, Plaintiff was permanently injured.

16. As a result of said negligence, Plaintiff suffered great pain, agony and mental anguish, and in the future shall continue to suffer from the same.

17. As a result of said negligence, Plaintiff suffered economic loss and in the future shall continue to suffer from the same.
18. As a result of said negligence, Plaintiff was forced to expend sums of money on medical treatment and in the future shall continue to expend money on the same.
19. As a result of the foregoing, Defendant is liable to pay full, fair and reasonable damages to Plaintiff.

WHEREFORE, the Plaintiff, JANINE LINTON, demands judgment against Defendant, FRONTIER AIRLINES INC., in an amount to be determined at trial, together with interest, cost and disbursements of this action, and any such further relief that this court deems just and proper.

Dated: Brooklyn, New York  
November 30, 2017



JACKSON LEGAL GROUP P.C.

By: Janai Jackson, Esq.

Attorneys for Plaintiff

807 Kings Highway – 2<sup>nd</sup> Floor

Brooklyn, NY 11223

(718) 872 – 7407

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Janine Irwin (Nov 30, 2017)

Index No.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

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JANINE LINTON

Plaintiff,

-against-

FRONTIER AIRLINES INC.

Defendant(s)

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**SUMMONS AND VERFIED COMPLAINT**

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JACKSON LEGAL GROUP P.C.

Attorneys for Plaintiffs

Office and Post Office Address, Telephone

807 Kings Highway – 2<sup>nd</sup> Floor

Brooklyn, NY 11223

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